

**BEFORE THE  
DEPARTMENT OF CONSUMER AFFAIRS  
FOR THE CEMETERY AND FUNERAL BUREAU  
STATE OF CALIFORNIA**

In the Matter of the Accusation and Petition to  
Revoke Probation Against:

Case No. A1 2016 223

OAH No. 2016120915

**EVERGREEN MEMORIAL CARE, INC.  
DBA EVERGREEN CEMETERY; GLENN  
WONG, PRESIDENT; TONY SOO HOO,  
RMO**

204 North Evergreen Avenue  
Los Angeles, CA 90033

Certificate of Authority License No. COA  
524

and

**TONY SOO HOO**

204 North Evergreen Avenue  
Los Angeles, CA 90033

Cemetery Manager License No. CEM 251

Respondents.

**DECISION AND ORDER**

The attached Stipulated Settlement and Disciplinary Order as to Respondent Evergreen Memorial Care, Inc., only is hereby adopted by the Director of Consumer Affairs and the Cemetery and Funeral Bureau as the Decision and Order as to Respondent Evergreen Memorial Care, Inc., in the above entitled matter.

This Decision shall become effective on August 21, 2017.

It is so ORDERED July 19, 2017.

  
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FOR THE DIRECTOR OF CONSUMER AFFAIRS  
CEMETERY AND FUNERAL BUREAU

1 XAVIER BECERRA  
Attorney General of California  
2 MARC D. GREENBAUM  
Supervising Deputy Attorney General  
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8 **BEFORE THE**  
**DEPARTMENT OF CONSUMER AFFAIRS**  
9 **FOR THE CEMETERY AND FUNERAL BUREAU**  
10 **STATE OF CALIFORNIA**

11 In the Matter of the Accusation and Petition to  
12 Revoke Probation Against:

13 **EVERGREEN MEMORIAL CARE, INC.**  
14 **DBA EVERGREEN CEMETERY; GLENN**  
15 **WONG, PRESIDENT; TONY SOO HOO,**  
16 **RMO**  
204 North Evergreen Avenue  
17 Los Angeles, CA 90033  
18 **Certificate of Authority License No. COA**  
19 **524**

20 and

21 **TONY SOO HOO**  
204 North Evergreen Avenue  
22 Los Angeles, CA 90033  
23 **Cemetery Manager License No. CEM 251**

24 Respondents.  
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Case No. A1 2016 223

OAH No. 2016120915

**STIPULATED SETTLEMENT AND**  
**DISCIPLINARY ORDER AS TO**  
**RESPONDENT EVERGREEN**  
**MEMORIAL CARE, INC., ONLY**

1 IT IS HEREBY STIPULATED AND AGREED by and between the parties<sup>1</sup> to the above-  
2 entitled proceedings that the following matters are true:

3 **PARTIES**

4 1. Lisa M. Moore ("Complainant") is the Bureau Chief of the Cemetery and Funeral  
5 Bureau ("Bureau"). She brought this action solely in her official capacity and is represented in  
6 this matter by Xavier Becerra, Attorney General of the State of California, by Zachary T.  
7 Fanselow, Deputy Attorney General.

8 2. Evergreen Memorial Care, Inc. dba Evergreen Cemetery; Glenn Wong, President;  
9 Tony Soo Hoo, RMO ("Respondent") is represented in this proceeding by attorney Jeffrey  
10 Zinder, whose address is: Law Offices of Zinder, Koch, & McBratney, 15455 San Fernando  
11 Mission Boulevard, #409, Mission Hills, CA 91345.

12 3. On or about September 1, 1994, the Bureau issued Certificate of Authority License  
13 Number COA 524 to Respondent, for operation of Evergreen Cemetery, an existing cemetery  
14 located at 204 North Evergreen Avenue, Los Angeles, California ("Evergreen Cemetery"). The  
15 Certificate of Authority License was in full force and effect at all times relevant to the charges  
16 brought in the First Amended Accusation and Petition to Revoke Probation No. A1 2016 223 and  
17 will expire on January 1, 2018, unless renewed

18 **JURISDICTION**

19 4. Accusation and Petition to Revoke Probation No. A1 2016 223 was filed before the  
20 Director of Consumer Affairs ("Director"), for the Bureau on October 28, 2016. The First  
21 Amended Accusation and Petition to Revoke Probation No. A1 2016 223 was filed on December  
22 13, 2016, and is currently pending against Respondent. The Accusation and Petition to Revoke  
23 Probation and all other statutorily required documents were properly served on Respondent on  
24 October 31, 2016. The First Amended Accusation and Petition to Revoke Probation and all other  
25 statutorily required documents were properly served on Respondent on December 14, 2016.

26 <sup>1</sup> The parties to this stipulation are the Cemetery and Funeral Bureau and Respondent  
27 Evergreen Memorial Care, Inc., Certificate of Authority License No. COA 524, only.  
28 Respondent Tony Soo Hoo, Cemetery Manager License No. CEM 251, is not a party to this stipulation.

1 Respondent timely filed its Notice of Defense contesting the Accusation/Petition to Revoke  
2 Probation.

3 5. A copy of First Amended Accusation and Petition to Revoke Probation No. A1 2016  
4 223 is attached as Exhibit A and incorporated herein by reference.

5 **ADVISEMENT AND WAIVERS**

6 6. Respondent has carefully read, fully discussed with counsel, and understands the  
7 charges and allegations in First Amended Accusation and Petition to Revoke Probation No. A1  
8 2016 223. Respondent has also carefully read, fully discussed with counsel, and understands the  
9 effects of this Stipulated Settlement and Disciplinary Order.

10 7. Respondent is fully aware of its legal rights in this matter, including the right to a  
11 hearing on the charges and allegations in the First Amended Accusation and Petition to Revoke  
12 Probation; the right to confront and cross-examine the witnesses against it; the right to present  
13 evidence and to testify on its own behalf; the right to the issuance of subpoenas to compel the  
14 attendance of witnesses and the production of documents; the right to reconsideration and court  
15 review of an adverse decision; and all other rights accorded by the California Administrative  
16 Procedure Act and other applicable laws.

17 8. Respondent voluntarily, knowingly, and intelligently waives and gives up each and  
18 every right set forth above.

19 **CULPABILITY**

20 9. With the exception of paragraph 48, Respondent admits the truth of each and every  
21 charge and allegation in First Amended Accusation and Petition to Revoke Probation No. A1  
22 2016 223.

23 10. Respondent agrees that its Certificate of Authority License is subject to discipline and  
24 agrees to be bound by the Director's probationary terms as set forth in the Disciplinary Order  
25 below.

26 **CONTINGENCY**

27 11. This stipulation shall be subject to approval by the Director or the Director's designee.  
28 Respondent understands and agrees that counsel for Complainant and the staff of the Cemetery

1 and Funeral Bureau may communicate directly with the Director and staff of the Department of  
2 Consumer Affairs regarding this stipulation and settlement, without notice to or participation by  
3 Respondent or its counsel. By signing the stipulation, Respondent understands and agrees that it  
4 may not withdraw its agreement or seek to rescind the stipulation prior to the time the Director  
5 considers and acts upon it. If the Director fails to adopt this stipulation as the Decision and  
6 Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for  
7 this paragraph, it shall be inadmissible in any legal action between the parties, and the Director  
8 shall not be disqualified from further action by having considered this matter.

9 12. The parties understand and agree that Portable Document Format ("PDF") and  
10 facsimile copies of this Stipulated Settlement and Disciplinary Order, including PDF and  
11 facsimile signatures thereto, shall have the same force and effect as the originals.

12 13. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an  
13 integrated writing representing the complete, final, and exclusive embodiment of their agreement.  
14 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,  
15 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary  
16 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a  
17 writing executed by an authorized representative of each of the parties.

18 14. In consideration of the foregoing admissions and stipulations, the parties agree that  
19 the Director may, without further notice or formal proceeding, issue and enter the following  
20 Disciplinary Order:

21 **DISCIPLINARY ORDER**

22 IT IS HEREBY ORDERED that Certificate of Authority License No. COA 524 issued to  
23 Evergreen Memorial Care, Inc. dba Evergreen Cemetery; Glenn Wong, President; Tony Soo Hoo,  
24 RMO is revoked. However, the revocation is stayed and Respondent is placed on probation for  
25 twelve (12) months on the following terms and conditions.

26 1. **Obey All Laws.** Respondent shall continue to comply with all conditions of  
27 probation and obey all federal, state and local laws, and all rules and regulations governing the  
28 programs regulated by the Bureau.

1           2.     **Quarterly Reports.** Respondent shall submit quarterly declarations under penalty of  
2 perjury, in a format designated by the Bureau, stating whether or not Respondent has been in  
3 compliance with all the conditions of probation. Respondent shall also submit such additional  
4 written reports and verifications of actions requested by the Bureau. Should the final probation  
5 report not be made as directed, the Bureau may extend the period of probation until such time as  
6 the final report is made.

7           3.     **Interview with Bureau Representative.** As necessary, Respondent shall appear in  
8 person for scheduled interviews with the director or other designated representative for the  
9 purpose of monitoring compliance with the terms of this decision.

10          4.     **Out-of-State Residence or Operation.** Should Respondent leave California to  
11 reside or operate outside this state, Respondent must notify the Bureau in writing of the dates of  
12 departure and return. Reporting in person may be waived if the Respondent moves out of the  
13 state. However, Respondent shall continue compliance with other terms of probation to retain  
14 California licensure. The Bureau may determine whether periods of residency, business  
15 operation or employment outside California reduce the probationary period.

16          5.     **Violation of Probation.** Should Respondent violate probation in any respect, the  
17 Director of the Department of Consumer Affairs, after giving Respondent notice and an  
18 opportunity to be heard, may revoke probation and carry out the disciplinary order which was  
19 stayed. If an Accusation or Petition to Revoke Probation is filed against Respondent during  
20 probation, the Bureau shall have continuing jurisdiction until the matter is final, and the probation  
21 shall be extended until the matter is final. Should Respondent fail to complete the sale of the  
22 cemetery in accordance with paragraphs 13 and 14 of this stipulation, the notice and hearing  
23 provisions of this section shall not be applicable and Respondent's license shall be automatically  
24 revoked.

25          6.     **License Issued During Probation.** Any license or registration issued to Respondent  
26 by the Bureau during the period of probation shall be issued as a probationary license or  
27 registration and is subject to all the terms and conditions set forth herein. Respondent must  
28 comply with terms and conditions herein and demonstrate no cause for disciplinary action or

1 denial of an application.

2       7.    **Cost Recovery.** Respondent shall pay the Bureau's actual and reasonable costs of  
3 investigation and enforcement of this matter in the amount of \$20,396.36. Said amount shall be  
4 paid in three equal installments, with the first payment due four (4) months from the effective  
5 date of the decision, the second payment due eight (8) months from the effective date of the  
6 decision, and the final payment due eleven (11) months from the effective date of the decision.  
7 Respondent's license shall not be renewed until the cost recovery has been paid in full or  
8 Respondent is otherwise in compliance with a payment plan approved by the Bureau.  
9 Respondent and Tony Soo Hoo are both jointly and severally liable for repayment of this cost  
10 recovery. Upon successful sale of the cemetery, Respondent shall pay to the Bureau the  
11 remainder of the \$20,396.36, if any.

12       8.    **Maintenance.** Respondent shall continue to comply with the provisions in California  
13 Code of Regulations, title 16, section 2333, pertaining to Cemetery Maintenance Standards.  
14 Respondent shall repair and maintain any and all utility water boxes in order to provide a  
15 sufficient supply of water to keep cemetery grass and plants as green as seasonally possible in  
16 accordance with natural terrain, availability of water, and any established watering restrictions  
17 imposed by the local or county ordinances regarding water use. Respondent must make  
18 arrangements to water the cemetery grass on the days/times identified by the local or county  
19 municipality if such restrictions exist.

20       9.    **Inspections.** Respondent shall be subject to monthly inspections by the Cemetery  
21 and Funeral Bureau. Respondent will have an opportunity to correct any discrepancies identified  
22 by the Bureau within a period of thirty (30) days; however, repeated violations of the same item  
23 or issue shall subject Respondent to the revocation of its Certificate of Authority License.

24       10.   **Evidence of Knowledge.** Upon request, Respondent shall provide evidence  
25 satisfactory to the Bureau that all corporate officers, corporate directors, licensed employees and  
26 any personnel who perform any functions related to the operation of Evergreen Cemetery or who  
27 deal with the public are knowledgeable in the laws and regulations governing the cemetery  
28 industry, and more specifically the interment of human remains.

1       **11. New Cemetery Manager.** Within sixty (60) days of the effective date of the  
2 Bureau's decision, Respondent shall appoint a new cemetery manager properly licensed and  
3 approved by the Bureau. The new cemetery manager shall be subject to the Bureau's prior  
4 written approval. The Bureau shall not cite or otherwise file a petition to revoke probation for the  
5 failure of Respondent to appoint a new cemetery manager within the first sixty (60) days of the  
6 effective date of the decision.

7       **12. Endowment Care Fund Interest.** Respondent shall pay to Evergreen Cemetery's  
8 Endowment Care Fund \$62,990.00 for the lost interest caused by the delay in depositing required  
9 money into Evergreen Cemetery's Endowment Care Fund. Said amount shall be paid in three  
10 equal installments, with the first payment due four (4) months from the effective date of the  
11 decision, the second payment due eight (8) months from the effective date of the decision, and the  
12 final payment due eleven (11) months from the effective date of the decision. Upon the  
13 successful sale of the cemetery, Respondent shall pay to Evergreen Cemetery's Endowment Care  
14 Fund the remainder of the \$62,990.00, if any. Additionally, within thirty days of the effective  
15 date of the Bureau's decision, Respondent will provide satisfactory evidence to the Bureau to  
16 reflect that it has complied with the instructions in the Bureau's July 22, 2015, letter regarding its  
17 corrective action plan for Evergreen Cemetery's Endowment Care Fund.

18       **13. Sale of Evergreen Cemetery.** Respondent shall sell or otherwise transfer ownership  
19 and operation of Evergreen Cemetery within the twelve month probationary period. No later than  
20 thirty (30) days prior to the end of probation, Respondent may request a single six (6) month  
21 extension of probation, and all terms and conditions of probation including this sale requirement,  
22 from the Bureau. If Respondent requests an extension of time, then Respondent shall provide  
23 evidence satisfactory to the Bureau of the efforts made during the twelve month probationary  
24 period to sell or transfer Evergreen Cemetery. Such evidence will not require disclosure of the  
25 terms and conditions of the sale/transfer including but not limited to financial information. The  
26 Bureau shall have sole discretion whether to grant or deny the extension request. Upon request of  
27 the Bureau, Respondent shall be required to disclose the names of any person or entity that has  
28 made an offer to buy or otherwise acquire Evergreen Cemetery during the period of probation.




Respondent shall not sell or transfer the cemetery to any current or former employee, officer, or director of Evergreen Memorial Care Inc., or Evergreen Cemetery, to any of their agents, or to any current or former employee of any cemetery, funeral establishment, or crematory owned by Respondent. Upon successful sale or transfer of the cemetery, Respondent shall surrender Certificate of Authority License No. COA 524 for the Bureau's formal acceptance.

14. **Failure to Sell Evergreen Cemetery.** If Respondent fails to complete the sale of Evergreen Cemetery prior to the end of probation, Respondent's Certificate of Authority license shall be revoked automatically without further notice or opportunity to be heard.

ACCEPTANCE

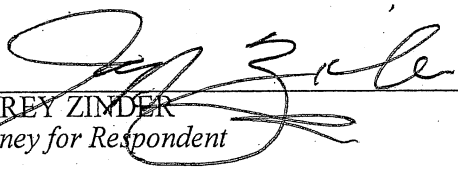
I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, Jeffrey Zinder. I understand the stipulation and the effect it will have on my Certificate of Authority License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Director of Consumer Affairs.

DATED: 6/20/17

  
EVERGREEN MEMORIAL CARE, INC.  
GLENN WONG, PRESIDENT  
*Respondent*

I have read and fully discussed with Respondent Evergreen Memorial Care, Inc. dba Evergreen Cemetery; Glenn Wong, President; Tony Soo Hoo, RMO the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: 6/20/17

  
JEFFREY ZINDER  
*Attorney for Respondent*

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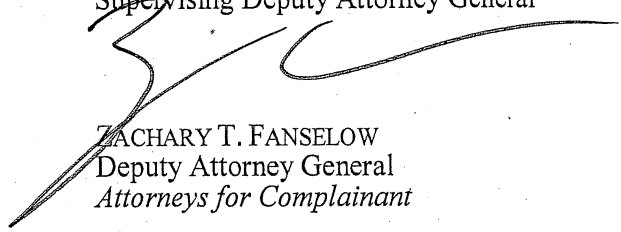
ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully  
submitted for consideration by the Director of Consumer Affairs

Dated: 6/22/17

Respectfully submitted,

XAVIER BECERRA  
Attorney General of California  
MARC D. GREENBAUM  
Supervising Deputy Attorney General



ZACHARY T. FANSELOW  
Deputy Attorney General  
*Attorneys for Complainant*

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